

# Exhibit “Q”

## SERVICES AGREEMENT

This Services Agreement is made and entered into as of the 1<sup>st</sup> day of January, 2004, by and between SAINT THOMAS OUTPATIENT NEUROSURGICAL CENTER, LLC, a Tennessee for profit corporation ("Client"), and SAINT THOMAS HEALTH SERVICES, a Tennessee nonprofit corporation ("Contractor"):

### RECITALS

- A. Client owns and operates a freestanding outpatient surgery center.
- B. Contractor will assist Client in negotiating managed care contracts and other arrangements for payment and delivery of health care services.

THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and Contractor agree as follows:

1. Engagement.

(a) Client hereby engages Contractor, and Contractor hereby accepts the engagement, to negotiate for and on behalf of Client, managed care contracts and other arrangements for payment for the delivery of health care services by Client; provided that Contractor shall not have the authority to enter into such contracts on behalf of Client.

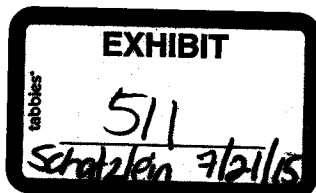
(b) Contractor shall undertake all of its obligations and duties hereunder for the account of Client and not for the account of Contractor, and Contractor shall have no responsibility or liability for performing any duties that involve making payments or incurring expenses unless Client makes adequate funds available therefore. In carrying out its duties hereunder, Contractor shall be an independent contractor and shall not be subject to any right of control, or any control in fact, of Client over the methods by which it carries out its duties. Neither this Agreement nor the exercise of any of the duties of Contractor hereunder shall be deemed to create any partnership, joint venture, association or other relationship between the parties hereto other than that of independent contractors each as to the other.

(c) Contractor shall have the right to act as the agent of Client in all activities necessary or useful to Contractor in the carrying out of its duties as specified in this Agreement.

(d) Contractor shall operate within any reasonable parameters, policies and procedures adopted by the governing body of Client and communicated to Contractor by Client, so long as such parameters, policies and procedures do not, in Contractor's reasonable judgment, require Contractor or Client to engage in any illegal or unethical acts.

2. Term and Termination.

(a) The term of this Agreement shall commence on the date first above written (the "Effective Date") and, unless sooner terminated as provided in this Section 2, shall continue in effect until one (1) year after Effective Date. Thereafter, this Agreement shall automatically be renewed for successive one (1) year terms unless either party gives notice of non-renewal to the other party at least thirty (30) days before the end of the then current term.



(b) This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other party.

3. Fees.

(a) As compensation for the services provided hereunder, Client shall pay to Contractor Thirty five hundred Dollars (\$3500) per year, payable in equal monthly installments. The fee for each month shall be paid on or before the 15th day of the succeeding month and paid to:

Saint Thomas Health Services  
4220 Harding Road  
Nashville, TN 37205  
ATTN: Gary Hearn, Accounts Receivable  
Cost Center: 9531

(b) In addition to the above fee, Client shall reimburse Contractor for out-of-pocket expenses incurred by Contractor on behalf of Client, but shall not be reimbursed for any of its indirect or overhead expenses. Except as otherwise provided in this Agreement, all of the costs and expenses of negotiating managed care contracts and other arrangements for payment for the delivery of health care services by Client shall be expenses of Client, for the account of Client, and shall not be expenses of Contractor.

4. Competitive Services. Client hereby acknowledge that Contractor and its affiliates are currently in the business of developing, owning and operating facilities of the type owned and operated by Client and of providing services to other facilities comparable to the services that Contractor provides to Client under this Agreement. Nothing in this Agreement shall prohibit Contractor or any of its affiliates from developing, owning and operating facilities of the type owned and operated by Client or from providing services to other facilities comparable to the services provided hereunder. The parties acknowledge and agree that nothing in this Section 4 is intended to affect, in any way, the parties' obligations under any other agreements.

5. Assignment. Except as specifically provided in this Section 5, Contractor shall not have the right to assign its rights or delegate its duties hereunder to any unrelated organization unless it first obtains the written consent of Client. Contractor may assign this Agreement without consent to any of its affiliates. For the purposes of this Section 5, Contractor's affiliates include any entity controlled by, either directly or indirectly, Contractor. All of the terms, provisions, covenants, conditions and obligations of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

6. Notices. Except as otherwise expressly permitted herein, all notices required or permitted to be given hereunder shall be in writing and shall be deemed effective when personally delivered or, if mailed, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Unless changed by written notice given by either party to the other pursuant hereto, such notices shall be given to Contractor at the following address:

Saint Thomas Health Services  
4220 Harding Road  
Nashville, Tennessee 37205  
Attention: Cindy Williams

and such notices shall be given to Client at the following address:

Saint Thomas Outpatient Neurosurgical Center, LLC  
4230 Harding Road, Suite 901  
Nashville, Tennessee 37205  
Attention: Tina Sullivan, Administrator

7. Attorneys' Fees. If any action at law or in equity is brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys, fees and costs in addition to any other relief.

8. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes any and all prior agreements, either oral or written, between the parties with respect thereto.

9. Enforceability. This Agreement shall be governed by and construed in accordance with Tennessee law, without regard to its conflicts of law principles. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby.

10. Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall constitute one instrument. Signatures transmitted by facsimile shall be accepted as original signatures.

11. Divisions and Headings. The division of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the intent or otherwise interpreting the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Services Agreement as of the day and year first above written.

SAINT THOMAS OUTPATIENT  
NEUROSUGERY CENTER, LLC

By: Tina Sullivan

Title: Director

SAINT THOMAS HEALTH SERVICES

By: Kenneth J. Kennedy

Title: CFO